

DEBRA F. HOWARD

IBLA 80-439

Decided June 9, 1980

Appeal from a decision of the New Mexico State Office, Bureau of Land Management, dated February 1, 1980, rejecting a successful offer in a public oil and gas lease drawing NM-38077.

Affirmed.

1. Oil and Gas Leases: Applications: Attorneys-In-Fact or Agents

Where a drawing entry card form of offer to lease a parcel of land for oil and gas is prepared by a person or corporation having discretionary authority to act on behalf of the named offeror, and the offer is signed by such agent or attorney-in-fact on behalf of the offeror, the requirements of 43 CFR 3102.6-1 apply, so that separate statements of interest by both the offeror and the agent must be filed, regardless of whether he signed his principal's name or his own name as his principal's agent or attorney-in-fact, and regardless of whether the signature was applied manually or mechanically.

APPEARANCES: Debra F. Howard, pro se.

OPINION BY ADMINISTRATIVE JUDGE STUEBING

Debra F. Howard appeals from a decision of the New Mexico State Office, Bureau of Land Management (BLM), dated February 1, 1980, rejecting her oil and gas lease offer, NM-38077. Appellant was the first drawn applicant for a lease of Parcel NM-1066 at a public drawing on August 7, 1979, held pursuant to 43 CFR Subpart 3112.

On August 30, 1979, BLM requested additional evidence from Debra F. Howard. The information of record supplied by appellant pursuant to BLM request, reflected that appellant did not personally fill out or sign the drawing entry card. The entry card was filled out and signed with her name by Charles H. Howard, appellant's father-in-law.

BLM rejected appellant's offer by a decision dated February 1, 1980, on the grounds that:

By decision dated August 30, 1979, we requested additional information from Debra F. Howard. The information was received September 17, 1979, and Debra F. Howard states that she did not personally sign the entry card. She states Charles H. Howard signed it on her behalf. Since Charles H. Howard signed on behalf of Debra F. Howard, compliance with 43 CFR 3102.6-1 is mandatory. Our records do not show that Charles H. Howard filed evidence of his authority to sign on behalf of Debra F. Howard as required by 43 CFR 3102.6-1(a)(1). Furthermore, the statements required by 43 CFR 3102.6-1(a)(2) did not accompany the offer. See attached Circular 2357.

Appellant argues that no fraud was committed or intended, that she is the sole party in interest, and that her father-in-law had authority to sign her name as her attorney-in-fact, a power which has been in effect for 2 years and which is still presently valid.

[1] We hold BLM's rationale to be applicable in the case at bar, where the entry card is not signed by the offeror, but completed by an agent or attorney-in-fact, who failed to file evidence of his authority to sign on behalf of the offeror. Accordingly, we affirm the decision below.

43 CFR 3102.6-1, upon which BLM relies, provides:

(2) If the offer is signed by an attorney in fact or agent, it shall be accompanied by separate statements over the signatures of the attorney-in-fact or agent and the offeror stating whether or not there is any agreement or understanding between them or with any other person, either oral or written, by which the attorneys in fact or agent or such other person has received or is to receive any interest in the lease when issued including royalty interest or interest in any operating agreement under the lease, giving full details of the agreement or understanding if it is a verbal one \* \* \*. [Emphasis added.]

As we have held several times, if the signature has been affixed by a person other than the offeror, the requirements of 43 CFR

3102.6-1(a)(2) apply, so that separate statements of interest by both the offeror and the agent must be filed, regardless of whether he signed his principal's name or his own name as his principal's agent or attorney-in-fact, and regardless of whether the signature was applied manually or mechanically. Blanche V. White, 40 IBLA 152 (1979); J. A. Mosek, 40 IBLA 123 (1979); H. R. Delasco, Inc., 39 IBLA 194 (1979); Gertrude H. D'Amico, 39 IBLA 68 (1979). As it is acknowledged that Charles H. Howard signed appellant's offer in his capacity as her attorney-in-fact without submitting the required separate statements, it is uncontroverted that the regulation was violated.

Therefore, pursuant to the authority delegated to the Board of Land Appeals by the Secretary of Interior, 43 CFR 4.1, the decision appealed from is affirmed.

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Edward W. Stuebing  
Administrative Judge

We concur:

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James L. Burski  
Administrative Judge

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Frederick Fishman  
Administrative Judge

